



ADDENDUM NO. 4

DATE: March 23, 2017
REQUEST FOR PROPOSAL (RFP): RFP WR1700004076 – Engagement & Communications Services for the Master Plan
DATED: February 19, 2017
RECEIPT DATE: March 31, 2017 @ 3:30 PM (CHANGED)
SUBJECT: Change in Due Date, Change in Evaluation Criteria & including Part IV, Special Provisions

Ladies/Gentlemen:

Please take note of the following:

Due Date: The due date for this project has changed to March 31, 2017 at 3:30 P.M.

Change in Evaluation Criteria: The Evaluation Criteria in section 4.0 has been changed to the following:

Evaluation Criteria. The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

Available Points

- A. **Compliance with Requirements**..... **5 Pts.**
- B. **Experience** **20 Pts.**
- C. **Technical Capability**..... **20 Pts.**
- D. **Cost** (allowed by City Code § 21-67(e)) **20 Pts.**
- E. **Accessibility** (required by City Code § 21-69)..... **5 Pts.**
- F. **MBE / ESB Commitment** **30 Pts.**
In accordance with City Code § 21-67(e), this criterion considers the offeror’s “good faith minority business enterprise and emerging small business participation efforts” as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **10%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points 100 Pts.

Part IV – Special Provisions is included with this Addendum.

Thank you,

Wanda Reese-Bey

RESPECTFULLY SUBMITTED:

NAME OF COMPANY _____ (Please Print)

Signature of Authorized Agent _____

Printed Name of Authorized Agent _____

Title _____ **Date** _____

PART IV
SPECIAL PROVISIONS

1.0 **COOPERATIVE PROCUREMENT**

- A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.
- B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.
- C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.
- D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
- E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

2.0 **PRICING ADJUSTMENTS**

- A. Price Escalation / De-Escalation. Price adjustments may be requested only for changes in contractor's costs according to the Producer Price Index (PPI) WPU454105 Other Management Consulting Services. No price increase will be authorized until the end of the contract term. The

contractor shall submit contract increase requests to the Department of Procurement Services within ninety (90) days of contract expiration.

- B. The contractor shall document the amount and proposed effective date of any change in the price of materials. Documentation shall be supplied with the contractor's request for increase, which will: (1) verify that the requested price increase is general in scope and not applicable to just the City, (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers, and (3) verify the index on which the increase is based and include a copy of that index with the documentation.
- C. The Department of Procurement Services office will notify the using agencies and contractor in writing of the effective date of any increase that it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.
- D. Contractor is further advised that the decreases which affect the cost of materials shall be communicated immediately to the procurement office and followed up in writing. Across the board price decreases are subject to implementation at any time and shall be immediately conveyed to the Department of Procurement Services.
- E. Price adjustments may be requested only for changes in contractor's cost of materials according to the Producer Price Index (PPI). No price increase shall be authorized until the end of the term contract period for the contract.